eLearning Agreement for Multimedia and Instructional Design Project Development

STANDARD FORM AGREEMENT

Communication
For clarity and efficiency, any required changes to the scope of work are to be communicated in writing and sent via email or Service Desk ticket. eLearning will not accept changes to the scope of work over the phone. Verbal changes delivered in meetings must be recorded in an email and approved in writing. All changes and requests must be given to eLearning in a very clear and concise format - preferably in a numerical priority order / bullet pointed format. eLearning may then issue a project change request that must be signed off by CLIENT before work commences.

Work outside the scope
Any additional work that includes, but is not limited to, changes to text, spelling mistakes, design changes, email changes, email correspondence, phone calls, meetings and general labor will be treated as a separate project and will require its own project request. Any additional changes will be evaluated at the discretion of eLearning.

Job Expiry Period
It is important for eLearning to keep all work within the original scope of the project accepted under contract. In the event that the project is taking an unreasonable amount of time, eLearning will notify CLIENT and reserve the right to resubmit an updated project timeline for the job. This will prevent a job's productivity from stagnating and ensures a job will be produced that suits the requirements at the time it was initially quoted upon.

Design
Draft concept designs that are provided to CLIENT by eLearning may look slightly different to the final look of the product due to the functional constraints of the medium.
eLearning will create an overall look and feel for the project based on comps discussed during initial consultation using non-interactive designs created in Photoshop or other program selected by eLearning. eLearning will work with CLIENT on a design that meets their needs and will not begin development until CLIENT has signed off on comps. After modifications, the final signed-off design will be converted into an interactive version and reflected through the rest of the project at the discretion of the eLearning developer / designer.
Any further non-interactive designs requested will require an additional project request from CLIENT, and development will not begin until they have signed off. Any design elements in the project that have not been specified by the non-interactive design, will be at the discretion of eLearning developer / designer, further changes to these elements will be an additional project request as stated previously.
It is CLIENT'S responsibility to check all artwork details carefully as eLearning will take no responsibility for omissions or errors after the artwork is approved. Any alterations should be clearly marked and requested in writing and will be made at the discretion of the eLearning developer/designer.

Copyright Clearance
Copyright clearance is required for any resources provided by the CLIENT containing copyrighted material. eLearning is not responsible for obtaining copyright clearance on any materials. For more information on copyright resources visit:
http://libguides.library.cpp.edu/copyright

last revised on April 18, 2016
All material supplied to eLearning by CLIENT, including but not limited to, images, designs, audio tracks, code, video footage, logos / trademarks from suppliers, or any material from companies other than CLIENT’S company, is used by eLearning with the understanding that CLIENT has permission from any third party involved to use the material that CLIENT provides. CLIENT accepts responsibility for all supplied material. Upon request by eLearning, client must provide all written release, copyright and legal permission from talent and location.

Reusable Learning Objects
The idea behind reusable learning objects is that projects can be reused wherever they can be repurposed. eLearning encourages you to upload your projects to Merlot.org, eLearning’s Multimedia Learning Objects Repository in Blackboard, and the University Library’s Bronco Scholar Learning Materials website.

Accessibility
"It is the policy of the CSU to make information technology resources and services accessible to all CSU students, faculty, staff and the general public regardless of disability."
For more information visit: http://www.cpp.edu/~accessibility/index.shtml
It is the CLIENT’s responsibility to make sure that all of their content meets accessibility guidelines.
All video, audio, and Adobe® Presenter® content must be appropriately captioned.

Content disclaimer for all multimedia products
eLearning does not accept responsibility for the content within your website, print material and other multimedia products, including but not limited to, all illegal / inaccurate claims, defamatory material and inappropriate images. All material within your product must be used for lawful purposes only and must comply with the University Policy and the laws of California and the world. By accepting the services of eLearning CLIENT accepts responsibility for all of the content within the product. This includes but is not limited to, spelling mistakes, phone numbers, images, image colors, designs, logos, trademarks, explicit material, political claims and personal or other private information. Capitalized letters, punctuation and grammar are elements of content, not design.
All content supplied by CLIENT must be of the highest possible quality – eLearning does not accept responsibility for any quality issues due to CLIENT supplying content that is not of industry standard. Images supplied by CLIENT may be cropped to maintain the integrity of the composition. If CLIENT does not want images to be cropped or edited, they accept responsibility for inconsistent images throughout the product. All images and designs will be converted to CMYK for print, or RGB for screen. CLIENT accepts any color variations resulting from this conversion. Any video footage supplied must be in broadcast quality 16:9 unless advised otherwise by eLearning.
All material supplied to eLearning by CLIENT, including but not limited to, images, designs, audio tracks, code, video footage, logos / trademarks from suppliers, or any material from companies other than CLIENT’S company, is used by eLearning with the understanding that CLIENT has permission from any third party involved to use the material that CLIENT provides. CLIENT accepts responsibility for all supplied material. Upon request by eLearning, client must provide all written release, copyright and legal permission from talent and location. Externally sourced videos will need to meet industry standards based on current YouTube guidelines:
https://support.google.com/youtube/answer/1722171?hl=en&ref_topic=2888648
All video content must be appropriately captioned.

Client to supply
- Comprehensive brief including preferred styles & fonts.
- Design examples and sources of inspiration.
- All required content for product, unless specifically organized with eLearning.
All content supplied by CLIENT must conform to the following criteria:

- Any content that is not supplied correctly may extend the deadline of the project
- All text must be supplied in an electronic format that can be copied and pasted by eLearning.
- All text must include correct spelling, grammar etc.
- All images and graphics must be either vector (EPS or AI formats only) or 300dpi high-resolution bitmap (JPG, TIFF, or RAW formats only). Supplied images and graphics must not be scaled up due to loss of quality.
- All material not created solely by CLIENT must be supplied with written approval from the copyright owner for the use of the material within CLIENT’s production.

Delivery

Once a product has been signed off by CLIENT and delivered by eLearning, CLIENT accepts full responsibility for the product and its use. All work completed by eLearning may be included in the eLearning portfolio (including, but not limited to, the eLearning website, eLearning newsletter, eLearning marketing collateral, conferences and presentations, eLearning proposals and media releases) at the sole discretion of eLearning. eLearning may also, at their discretion, include a “created by eLearning” credit (including a link to the eLearning website) on any or every page of any project built by eLearning.

Notification of Claim

All products and services provided by eLearning must be promptly checked by CLIENT upon receipt, for defects, faults, errors or damage and eLearning must be notified in writing of any claims within seven (7) days of the date that the product was delivered. Claim notifications must be made in writing and include:

- Clear explanation of the defect, fault, error or damage
- Name of eLearning staff members and CLIENT staff members involved with inspection of the product / service
- Any other information that is pertinent or requested by eLearning

Definitions

“CLIENT” means “You” the person sourcing services from eLearning and the college or department that you represent. “CLIENT” can mean faculty, staff, department, or any other campus entity that may be requesting eLearning services.

Validity

These terms and conditions are valid from March 20, 2014 for all projects, including those started prior to this date. eLearning retains the right to modify the terms and conditions at any time without notice to CLIENT.

Minimum System Requirements

Minimum requirements for any project are determined at the time of project planning based on current standards. If a computer running a multimedia product developed by eLearning does not have the minimum system requirements stated in these Terms and Conditions, eLearning does not accept any responsibility for performance or quality of the product.

Cross Browser compatibility

eLearning endeavors to make their websites as versatile and future-proof as possible. Having said this, browser upgrades (which are beyond our control) can affect websites, applications, multimedia projects, or pieces of software that were cross-browser compatible at the time the job was completed. To update a project, making it compatible to a browser upgrade requires a new project request. No work will be undertaken on doing this without prior approval from CLIENT.

Cross browser compatibility applies only to the publicly accessible area of a website built by eLearning. eLearning will not accept responsibility for any issues that may arise from using other browsers other than those agreed to at the time of project sign-off. Projects built by eLearning will work in the latest versions of all majorly supported internet browser programs. Specifically, this includes Mozilla Firefox, Google Chrome, Microsoft Internet Explorer, and Apple Safari on a desktop computer. All other mobile
browsers will be determined at the time of project sign-off. As each of these individual browser programs render code output with slight variations, eLearning will not be responsible for any slight variations in website appearance. This includes, but is not limited to, button appearance, bullet list appearance, and image and paragraph padding.

Cache

Once a website is uploaded or updated, certain computers may still display the old information. This is because computers store information locally in a ‘cache’ in order to speed up the display of websites. Caching systems are usually cleared automatically after a certain period of time. Manual refreshing can usually be applied to the computer that is having problems; however some networks and intranets also have caching systems. Support for internal systems is beyond the scope of eLearning’s services and is an issue central to browsers, operating systems, and various other hardware/software devices used on a local network. In the instance that content is removed from a website, it is sometimes still available on the internet via servers that cache content, including Google. eLearning accepts no responsibility for information that is available to the public after deletion from CLIENT’s website.

Data Retention and Liability

eLearning cannot be liable for data loss on any website or service we provide, unless an agreed scope of work includes such a clause (such as database or file backups). Data loss due to hardware failure, operating errors by a client, or errors in software (whether in-house or 3rd party) cannot be deemed the responsibility of eLearning.
## Project Check-Off Form

**Project Name:**

**Course Name:**

**Project Team**

**Project Lead:**

**Project Members:**

**Proposed Deadline:**

### Project Scope (make attachments as necessary):

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<th>Planned</th>
<th>Initials</th>
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### Production and Accessibility Assets:

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<tr>
<th>To Be Provided</th>
<th>Date Expected</th>
<th>Achieved</th>
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<td>Asset Description</td>
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**Have you attained all necessary copyright clearances?**

- [ ] Yes
- [ ] No

### Testing:

- **Quality control**
  - Platforms tested  □ Mac □ PC
  - Browsers and versions
    - □ IE ver:___________ □ Firefox ver:_________  
    - □ Chrome ver:_________ □ Safari ver:_________

- **Accessibility**
  - □ Jaws □ Closed Captions  
  - □ Alternate Version

### Sign Off - Project Closure

**Client Name**

**Department**

**Client Signature**

**Date**

(last revised on April 18, 2016)